4/11/12 9:45:12 N DK W BK 678 PG 430 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

## RECORDING COVER SHEET

Prepared by:
Delta Title Corporation
11824 Brickwome Ave, Suite A
Baton Rouge, LA 70816
Sidney J. Aballa, Jr. MSBar# 1012
504-367-8121

First National Title, LLC, 6880 Cobblestone Blvd., Ste. 2, Southaven, MS 38672 662-892-6536

STATE OF MISSISSIPPI COUNTY OF DESOTO

## WARRANTY DEED

GRANTOR: The Bank of New York Mellon fka The Bank

of New York as trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates,

Series 2005-17

7105 Corporate Drive Plano, TX 75024

PHONE: 716-635-2978 / none

GRANTEE: Sirius Investments, LLC

110 Woodland Trace S Southaven, MS 38672

PHONE: 901-258-8015 / None

## **INDEXING INSTRUCTIONS:**

Lot 358, Section "G", Kingston Estates Subdivision, located in Section 28, Township 1 South, Range 8 West, DeSoto County, Mississippi, as recorded in Plat Book 74, Page 1 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

FILE #: S19445

Prepared By: Delta Title Corporation Return To: Delta Title Corporation

Sidney J. Abdalla, Jr. Mississippi Bar No. 1012

COUNTY OF \_\_Maricopa

## SPECIAL WARRANTY DEED

File # 86181

INDEXING INSTRUCTIONS:

For and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good, legal and valuable consideration, the receipt of which is hereby acknowledged, I/we (hereinafter referred to as "Grantor"),

The Bank of New York Mellon fka The Bank of New York as trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-17

7105 Corporate Drive Plano TX 75024 Home Phone: (716) 635-2978 Business Phone:

do/does does hereby sell, convey, and transfer without warranty of title, except as to acts of seller, unto (hereinafter referred to as "Grantee")

Sirius Investment, LLC
110 Woodland Trace S
Southaven, MS 38672
Home Phone: N/A
Business Phone: QOL

3usiness Phone: 901–258–8015

, the following described real property situated and located in DeSoto County, Mississippi, being more particularly described as follows, to-wit:

The land referred to herein below is situated in the County of DeSoto, State of Mississippi and is described as follows:

LOT 358, Section "G", KINGSTON ESTATES SUBDIVISION, located in Section 28, Township 1 South, Range 8 West, DeSoto County, Mississippi, as recorded in Plat Book 74, page 1 in the office of the Chancery Clerk of DeSoto County, Mississippi

Commonly known as 7502 Crystal Drive, Horn Lake, MS 38637 However, by showing this address no additional coverage is provided

Together with all rights, ways, and improvements situated thereon, and the perpetual right of ingress and egress over and upon all streets, roads, avenues and boulevards shown on said subdivision plat, if any is filed.

This conveyance is made subject to any and all restrictions, covenants, conditions, exceptions, servitudes, rights of way, easements, mineral reservations and/or other matters shown on the public records, including, but not limited to, the following:

- All oil, gas, and other minerals, in and under the subject property reserved or conveyed by former owners:
- Rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of record, including lack of access, which would be disclosed by an accurate survey and inspection of the property, and easements or other uses of subject property not visible from the surface;
- Any applicable subdivision, health department, zoning and other regulations in effect in DeSoto, Mississippi, restrictions and restrictive covenants of record in DeSoto, Mississippi and/or on the official plat of said subdivision, if any is filed.

Subdivision restrictive covenants, eastements and setback lines as recorded in Book 74, page 1 in the Office of the Chancery Clerk of DeSoto County, Mississippi

The righst of tenants in possession under bona fide leases pursuant to the provisions of the Federal "Save Their Families Save Their Homes" Act (2009). This act and exception is to remain in effect until December 31, 2012.

Acreage and/or square footage in the legal description of the subject real estate is solely for the purpose of identifying and describing the insured land and should not be construed as insuring the quantity of land as set forth in said description.

Any loss or damage arising out of discrepancies or shortage in the square footage, acreage or area of land.

Mention of the foregoing is made for informational purposes only and shall not constitute a reestablishment or recreation of any rights or obligations thereunder.

The parties hereto take cognizance of the fact that no survey has been ordered or requested on the described property and hereby relieve and release me, Notary, from any liability in connection therewith.

The Purchaser acknowledges that no title examination on the herein described property in connection with this act of sale has been ordered by Purchaser or made by the undersigned Notary, and Purchaser does

hereby relieve and release me, Notary, from any liability in connection with the condition of the title and/or any title defects which might have been disclosed by such title examination.

By acceptance and delivery of this Deed, Grantee herein does hereby agree to abide by and in no way violate the Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges, and the Amendment or Amendments thereto, if any, applicable to the above described property and recorded in the Office of the Chancery Court of DeSoto, Mississippi.

The Grantee(s) or Purchaser(s) of the property may not re-sell, record an additional conveyance document, or otherwise transfer title to the property within 60 days following the grantor's execution of this deed.

Grantors warrant payment of all taxes up to and including the year 2011 and ad valorem taxes as of the date of sale have been prorated between Grantors and Grantees. Taxes for all subsequent years have been expressly assumed by the Grantee.

IN WITNESS HEREOF, the Grantor has caused this instrument to be duly executed this <u>30</u> day of <u>March</u>, 20 12.

The Bank of New York Mellon fka The Bank of New York as trustee for the Certificateholders of the CWABS, Inc, Asset-Backed Certificates, Series 2005-17 By Bank of America, N.A. successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP, its Agent and Attorney-in-fact

By Todd Gabert, Assistant Vice President

STATE OF	Arizona			
COUNTY OF	Maricopa			
	ared before me, the undersigned, 20, within			
authorized agent Countrywide Hor	for Bank of America, N.A., s me Loans Servicing, LP who ork Mellon fka The Bank of N	uccessor by merger to E acknowledged that they	BAC Home Loans  are Attorney-in-F	Servicing, LP, fka act for and that The
Inc., Asset-Backet	ed Certificates, Series 2005-17 ent, after first having been du	7 in said representative		· · · · · · · · · · · · · · · · · · ·
Given under my day of March	y hand and official seal, in	Maricopa County,	Arizona Sta	ate, this 30th
		Notaci Public		>
		Notary Public		



Shanda Kreuzer	
Print Name	/ 444
My Commission Expires:	4-17-12

Bar Roll/Notary No.: